

## 苏黎世财产保险（中国）有限公司公众和产品责任保险（以索赔提出为基础）附加财务权益保险附加条款

1. 在本附加条款中：

“母公司”是指[母公司名称]。

“公司”是指作为母公司的子公司或关联公司（包括合资企业）的实体。这些实体位于本附加条款附件 A 中所列的国家或地区，或当地法律禁止保险人赔付条件差异保险或限额差异保险项下损失的其他国家或地区。

“相关损失或责任”是指公司遭受的损失或责任。该等损失或责任若发生在母公司，则在本保险单承保范围之内。

2. 公司并非本保险单的被保险人，不享有本保险单项下的任何权利。

3. 在以下(a)和/或(b)两种情况下，母公司将分别获得本保险单提供的以下保障：

(a) 在母公司持有公司 80%或以上股份的情况下，母公司将就公司遭受相关损失或责任所直接导致的该等股份贬值的风险获得本保险单的保障（该等风险构成母公司的保险利益）。在本附加条款中，母公司因上述股份贬值而遭受损失的数额被视为等同于相关损失或责任的数额。

(b) 当母公司在公司所持的财务权益不属于以上(a)项中所列的范围时，母公司将就公司遭受相关损失或责任所直接导致的该等股份贬值的风险获得本保险单的保障（该等风险构成母公司的保险利益）。在本附加条款中，母公司因该等股份贬值而遭受的损失被视为相当于其在该公司中所占权益的比例乘以相关损失或责任的数额。

4. 就本附加条款而言：

本保险单中凡提到 (a) 其标的物，和 (b) 被保险人在其中的权益时，应解读（必要时可变通）为分别指代 (a) 可能导致相关损失或责任的、公司在其中拥有权益的财产或业务，和 (b) 公司在该等财产或业务中的权益。

在发生重大事项时，母公司被视为知晓公司所知晓的全部重大事项，但在投保或续保时不披露或虚假陈述此等事项（关于该公司本身的事项除外）不应对本保险单项下的保险造成任何不利影响。

母公司应根据本保险单的条款报告、告知和付款。母公司应通过安排公司采取适当措施，来履行其在本保险单项下的所有其他义务。

如果公司或他人代公司讨回任何损失，母公司应向保险人返还相应数额（相当于如为母公司讨回损失，保险人所将获得的份额）。

5. 如果本附加条款与本保险单中的任何其他规定有冲突，应以本附加条款为准。

## 附录

### Financial Interest Cover Endorsement

1. In this endorsement:

“the Parent Company” means [name of parent].

“Company” or “Companies” means the entities, each of which is a Subsidiary, Associated or Affiliated Company of the Parent Company, including joint ventures, located in the countries or territories listed in the Appendix to this endorsement or any other countries or territories whose laws prohibit the insurer from

covering or paying a loss under Difference in Conditions insurance or Difference in Limits insurance.  
“Relevant Loss or Liability” means loss or liability incurred by a Company that would have been covered under the terms of the Policy if incurred by the Parent Company.

2. Companies are not insured under this Policy and have no rights under it.
3. The Parent Company is covered under this Policy as set out in (a) and/or (b) below:
  - (a) where it holds 80% or more of the shares in a Company, against the risk that it suffers devaluation of such shares as a direct result of that Company incurring Relevant Loss or Liability (which risk constitutes the Parent Company's insurable interest). For the purposes of this endorsement the Parent Company is deemed to suffer a loss through such devaluation that is equal in amount to the Relevant Loss or Liability.
  - (b) where it has a financial interest in a Company that falls outside paragraph (a) above, against the risk that it suffers a devaluation of that interest as a direct result of that Company incurring a Relevant Loss or Liability (which risk constitutes the Parent Company's insurable interest). For the purposes of this endorsement, the Parent Company is deemed to suffer a loss through such devaluation that is equal to its percentage interest in the Company multiplied by the amount of the Relevant Loss or Liability.
4. For the purposes of this endorsement:  
References in the Policy to (a) its subject matter and (b) the Insured's interest therein shall be read (with necessary changes) as references respectively to (a) the property or business in which a Company is interested which may give rise to Relevant Loss or Liability and (b) such interest therein.

The Parent Company is deemed to know all material matters known to that Company, whenever they arise (however non-disclosure or misrepresentation of such matters on placement or renewal shall not adversely affect the Parent Company's cover under the Policy other than in respect of that Company).

The Parent Company shall report, notify and pay in accordance with the terms of the Policy. The Parent Company shall discharge all other obligations under the Policy by arranging for the Company to take the appropriate steps.

If any recoveries are made by or on behalf of that Company, the Parent Company shall pay Insurers an amount equal to the share they would have received if such recoveries had been obtained by the Parent Company.

5. The terms of this endorsement shall prevail in the event of conflict with any other provisions of this Policy.

#### **APPENDIX**

**[Insert countries or territories in which Parent Company has affiliated entities, and where the laws of those countries/territories prohibit DIC/DIL cover.]**